

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Confidential Settlement Agreement and Mutual Release (“Agreement”) is by and between Scott A. Wolf (“Wolf”) and CBIZ Insurance Services, Inc. (“CBIZ”). Wolf and CBIZ are referred to collectively as the “Parties,” or each, a “Party.”

PREAMBLE

WHEREAS, on or about July 15, 2016, Wolf filed a lawsuit styled *Scott Wolf v. CBIZ Insurance Services, Inc.*, Case No. DV-2016-352B against CBIZ in the Montana Eighteenth Judicial District Court, Gallatin County (the “Litigation”), alleging wrongful discharge, common law bad faith, fraudulent misrepresentation, infliction of emotional distress and punitive damages against CBIZ;

WHEREAS, on or about August 29, 2016, CBIZ filed a Counterclaim against Wolf in the Litigation, alleging intentional interference with prospective economic advantage, tortious interference with contracts, breach of MCA §39-2-402, breach of MCA §39-2-404, breach of MCA §30-14-401 *et seq.* and civil conspiracy;

WHEREAS, each Party denies all allegations asserted against it or him in the Litigation and denies any liability; and

WHEREAS, the Parties desire to enter into this Agreement to fully and finally resolve, settle and release all known or unknown, past, present and future claims, controversies between them, and/or disputes held, asserted, related to and/or which could have been asserted in the Litigation.

AGREEMENT AND RELEASE

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The recitals set forth above are made a part of this Agreement as if set forth herein at length, and each Party represents, warrants and covenants that each of the recitals regarding each Party's own respective actions and status is true and accurate, and form the necessary bases for entering into this Agreement.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The Parties acknowledge and agree that the remainder of the APA shall remain in full force and effect as originally written. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. Modification of Certain Language. The Parties agree that in the third and fourth lines of Section 5.2(a) of the APA, the words “regardless of how such Confidential Information may have been acquired” are replaced with “to the extent acquired either (a) by Buyer from Seller or Owners as part of the APA or (b) by Owner S. Wolf from Buyer during Owner S. Wolf’s employment with Buyer,” with the existing definitions in the APA for Buyer, Seller, Owners and S. Wolf applying. Likewise, the Parties agree that in the third and fourth lines of Section 6 of the EA, the words “regardless of how such Confidential Information may have been acquired” are replaced with “to the extent acquired either (a) by the Company from the Target Company or Employee as part of the APA or (b) by Employee from the Company during Employee’s employment with the Company,” with the existing definitions in the EA for Company, Target Company and Employee applying. For the sake of clarity and to remove any doubt regarding this paragraph of the Agreement, the Parties acknowledge and agree that [REDACTED]

[REDACTED]

6. Identification of Work Product. The Parties acknowledge that the last sentence of Section 8 of the EA provides: “The Employee shall perform all actions reasonably requested by the Company (whether during or after the employment period) to establish and confirm such ownership of Work Product (including, without limitation, assignments, consents, powers of

attorney and other instruments).” [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. [REDACTED]

16. Confidentiality. The Parties agree to keep the terms (but not the existence) of this Agreement confidential and shall not disclose them to any third party, except for their attorneys, accountants or tax advisors, without the prior written approval of the other Party or unless compelled to do so pursuant to a valid subpoena or court order issued by a court or administrative agency with competent jurisdiction. Notwithstanding the foregoing, the Parties agree that it is not a violation of the Agreement to disclose to a third party the existence of this Agreement and to advise that the Agreement was reached to that Party's satisfaction.

17. [REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

21. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

22. [REDACTED]

[REDACTED]

[REDACTED]

23. [REDACTED]

[REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. [REDACTED]

[REDACTED].

26. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED],

27. [REDACTED]

28. Effective Date. The effective date of this Agreement is the date when the last Party signs the Agreement.

SCOTT A. WOLF

Scott A Wolf
Date: 11/27/19

CBIZ INSURANCE SERVICES, INC.

By: [Signature]
Its: Corporate Secretary
Date: 11/28/19